

**FERNALD ENVIRONMENTAL RESTORATION MANAGEMENT CORPORATION  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS  
OF BIDDERS/OFFERORS  
SOLICITATION NO. S#**

**1. CONTINGENT FEE REPRESENTATION AND AGREEMENT (APR 1984) (FAR 52.203-4)**

(a) Representation. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror, the Offeror [Note: The Offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The Offeror agrees to provide information relating to the above Representation as requested by FERMCO and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to FERMCO--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or (2) A signed statement indicating that the SF 119 was previously submitted to FERMCO, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this bid/offer.

**2. TAXPAYER IDENTIFICATION (SEP 1989) (FAR 52.204-3)**

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the Offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns.

(b) The Offeror is required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in 4.902(a), the failure or refusal by the Offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis \_\_\_\_\_.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR

501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989) (FAR 52.209-5)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for : commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) The Offeror shall provide immediate written notice to FERMCO if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by FERMCO may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the other remedies available to FERMCO or the Government, FERMCO may terminate the contract resulting from this solicitation for default.

**4. SMALL BUSINESS CONCERN REPRESENTATIONS (JAN 1991) (FAR 52.219-1)**

(a) Representation. The Offeror represents and certifies as part of its offer that it [ ] is, [ ] is not a small business concern and that [ ] all, [ ] not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies, including suspension and debarment; and (3) be ineligible for participation in programs conducted under the authority of the Act.

**5. SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (FEB 1990) (FAR 52.219-2)**

(a) Representation. The Offeror represents that it [ ] is, [ ] is not a small disadvantaged business concern.

(b) Definitions.

"Asian Pacific Americans," as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian tribe," as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and Native Hawaiians.

"Native Hawaiian Organization," as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

"Subcontinent Asian Americans", as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The Offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The Offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

**6. WOMEN-OWNED SMALL BUSINESS REPRESENTATION (APR 1984) (FAR 52.219-3)**

(a) Representation. The Offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

**7. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984) (FAR 52.222-22)**

The Offeror represents that--

(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [ ] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

8. **PLACE OF PERFORMANCE**

(a) The Bidder/Offeror, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the Offeror as indicated in this offer.

(b) If the Bidder/Offeror "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Name and Address of Place of Performance (Street Address, City, County, State, Zip code)	Owner and Operator of the Plant or Facility if Other than Bidder/Offeror
_____	_____
_____	_____
_____	_____

9. **TYPE OF BUSINESS ORGANIZATION**

The Bidder/Offeror, by checking the applicable box, represents that--

(a) It operates as [ ] a corporation incorporated under the laws of the State of \_\_\_\_\_, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, or [ ] a joint venture; or

(b) If the Offeror/Bidder is a foreign entity, it operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture, or [ ] a corporation, registered for business in country.

10. **BUY AMERICAN CERTIFICATE (DEC 1989) (FAR 52.225-1)**

(NOTE: *Applicable for non-service bids/offers*)

The Offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act-- Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Offerors may obtain from FERMCO lists of articles, materials, and supplies exempted from the Buy American Act.

11. **ORGANIZATIONAL CONFLICT OF INTEREST - DISCLOSURE OR REPRESENTATION**

(NOTE: *Applicable to offers for (a) evaluation services or activities; (b) technical consulting and management support activities and professional services; (c) research and development conducted pursuant to the authority or the Federal Energy Administration Act of 1974 (Pub. L. 93-275, as amended; and (d) other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and are included in the resulting contract*)

It is FERMCO's and the Department of Energy's policy to avoid situations which place an Offeror in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the Offeror may have which relates to the work to be performed pursuant to this solicitation or where the Offeror's performance of such work may provide it with an unfair competitive advantage. (As used herein, "Offeror" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier.) Therefore:

(a) The Offeror shall provide a statement which describes in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the Offeror has a possible organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.

(b) In the absence of any relevant interests referred to above, the Offeror shall submit a statement certifying that to its best knowledge and belief no such facts exist relevant to possible organizational conflicts of interest. Proposed consultants and subcontractors are responsible for submitting information and may submit it directly to FERMCO.

(c) FERMCO will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to FERMCO, may be submitted to the Department of Energy (DOE) who will determine whether an award to the Offeror would create an organizational conflict of interest. If such an organizational conflict of interest is found to exist, DOE may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the Offeror, or (3) determine that it is otherwise in the best interest of the Government to contract with the Offeror by including appropriate conditions mitigating such conflict in the contract awarded.

(d) The refusal to provide the disclosure or representation and any additional information as required shall result in disqualification of the Offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the Offeror for award, or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated for default. The Offeror may also be disqualified from subsequent related FERMCO contracts, and be subject to such other remedial action as may be permitted or provided by law or in the resulting contract. The attention of the Offeror in complying with this provision is directed to 18 U.S.C. 1001.

(e) Depending on the nature of the contract activities, the Offeror may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an Offeror shall be considered by FERMCO in the evaluation for proposals, and if the DOE considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.

(f) No award shall be made until the disclosure or representation has been evaluated by the Government. Failure to provide the disclosure or representation will be deemed to be a minor informality (FAR 14.405) and the Offeror or contractor shall be required to promptly correct the omission.

**NOTE: OFFEROR REPRESENTATIONS AND DISCLOSURE STATEMENTS AND ANY OTHER INFORMATION TO BE SUBMITTED TO FERMCO BY THE OFFEROR PERTAINING TO ORGANIZATIONAL CONFLICTS OF INTEREST ARE CONTAINED IN ATTACHMENT 1 OF THIS FORM.**

**12. WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATIONS (APR 1984) (FAR 52.222-19)**

The Offeror represents as a part of this offer that the Offeror is ☐ or is not ☐ a regular dealer in, or is ☐ or is not ☐ a manufacturer of, the materials, supplies, articles, or equipment to be manufactured or used in performance of the contract.

**13. AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)**

The Offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**14. ROYALTY PAYMENTS (APR 1984) (DEAR 952-227-81)**

In order that FERMCO may be informed regarding royalty payments to be made by a Seller in connection with any acquisition, construction, or operation where the amount of the royalty payment is reflected in the contract price, or is to be reimbursed by FERMCO, check one of the following:

☐ The Contract price includes no amount representing the payment of royalty by the Offeror directly to others in connection with the performance of the contract.

☐ The contract price includes an amount for royalty payment expected to be made in connection with the proposed award. The Offeror shall set forth below: (1) the amount of each payment, (2) the names of the licensor, (3) either the patent numbers involved or such other information as will permit identification of the patents and patent applications and the basis on which royalties will be paid.

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**15. CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984) (FAR 52.222-21)**

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will --

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods);

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

16. **CERTIFICATION REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (AUG 1992) (DEAR 970.5204-57)**  
(NOTE: *Applicable to bids/offers, exceeding \$25,000, requiring work performance at the Fernald Environmental Remediation Project (FEMP) and other DOE owned or controlled locations under the Prime Contract No. DE-AC24-92OR21972*)

(a) Any contract awarded as a result of this solicitation will be subject to the policies criteria, and procedures of 10 CFR Part 707, Workplace Substance Abuse Programs to DOE sites.

(b) The Offeror/Bidder certifies and agrees that it will provide to FERMCO, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR Part 707.

(c) Failure of the Offeror/Bidder to certify in accordance with paragraph (b) of this provision, renders the Offeror unqualified and ineligible for award.

(d) In addition to other remedies available to FERMCO and the Government, this certification concerns a matter subject to prosecution under Title 18, U.S.C. Section 101.

\_\_\_\_\_  
Signature of Officer/Employee Certifying Regarding  
the Offeror's Workplace Substance Abuse Program/Date

\_\_\_\_\_  
Typed Name and Title of Signatory

17. **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)**  
(Note: *Applicable to firm-fixed-price bids/offers or fixed-price bids/offers with economic price adjustment greater than \$25,000*)

(a) The Offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose for restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a) (3) above

\_\_\_\_\_[insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

18. **JEWEL BEARINGS AND RELATED ITEMS CERTIFICATE (APR 1984) (FAR 52.208-2)**  
(NOTE: *Applicable to bids/offers exceeding \$25,000*)

(a) This is to certify that--

(1) Jewel bearings and/or related items, as defined in the Required Sources for Jewel Bearings and Related items clause, will be incorporated into one or more items/will not be incorporated into any item [delete one] covered by this offer;

(2) Any jewel bearings required (or an equal quantity of the same type, size and tolerances) will be ordered from the William Langer Plant, Rolla, North Dakota 58367, as provided in the Required Sources for Jewel Bearings and Related Items clause; and

(3) Any related items required (or an equal quantity of the same type, size, and tolerances) will be acquired from domestic manufacturers, including the Plant, if the items can be obtained from those sources.

(b) Attached to this certificate are estimates of the quantity, type, and size (including tolerances) of the jewel bearings and related items required, and identification of the components, subassemblies, or parts that require jewel bearings or related items.

Date of Execution \_\_\_\_\_  
Solicitation No. \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Firm \_\_\_\_\_  
Address \_\_\_\_\_

19. **CERTIFICATION OF COMMERCIAL PRICING FOR PARTS OR COMPONENTS (AUG 1991) (FAR 52.215-32)**  
(NOTE: *Applicable to bids/offers exceeding \$25,000*)

(a) Definitions.

"Lowest commercial price," as used in this clause, means the lowest price at which a sale was made to the general public of a particular part or component. The term does not include the price at which a sale was made to--

- (1) Any agency of the United States;
- (2) Customers located outside the United States; or
- (3) A subsidiary, affiliate, or parent business organization of the contractor, or any other branch of the same business entity.

(i) For resale after such customer performs a service or function in connection with such part or component that increases the cost of the part or component unless the agency procuring the part or component can demonstrate that the agency is procuring the part or component before such service or function has been performed by any such customer (see Federal Acquisition Regulation (FAR) 15.813-6(c)); or

(ii) At a price that, for the purpose of making a donation, has been substantially discounted below the fair market value or regular price of such part or component.

"Part or component," as used in this clause, means any individual part, component, subassembly, assembly or subsystem integral to a major system, and other property which may be replaced during the service life of the system, and includes spare parts and replenishment spare parts, but does not include packaging or labeling associated with shipment or identification of a part or component.

(b) Submission requirements. The Offeror shall execute and submit to FERMCO the following certificate with any offer as required by FAR 15.813-4 when requested by FERMCO:

#### CERTIFICATE OF COMMERCIAL PRICING FOR PARTS OR COMPONENTS

(1) Unless justified in subparagraph (b)(2) of this clause, by submission of this offer/proposal, the Offeror certifies that, to the best of its knowledge and belief, the prices offered for those parts or components (whether or not separately identified) that the Offeror offers for sale are no higher than the lowest commercial price at which such items were sold to the public during the most recent regular monthly, quarterly, or other period for which sales data are reasonably available, provided that in no event shall this period be less than 1-month in duration.

(2) All parts or components for which prices offered are higher than the lowest commercial price referred to in subparagraph (b)(1) of this certificate are identified below (including the amounts by which such offered prices are higher) and a written justification for the differences is attached (list as necessary):

Part or Component	Price Difference
_____	_____
_____	_____
_____	_____
Offer/Proposal No.	_____
Time period for sales data	_____
Firm	_____
Typed name and signature	_____
Title	_____
Date	_____

(End of Certificate)

(c) Audit. FERMCO or representatives of the Government shall have the right to examine and audit all directly pertinent records of sales and related documents, including contract terms and conditions, necessary to verify the validity of any certificate executed in accordance with paragraph (b) of this clause. The Offeror shall make those records, books, data, and documents available for examination, audit, or reproduction until 3 years after the date the certificate set forth in paragraph (b) of this clause is executed. Nothing contained in this clause shall require the submission of cost or pricing data not otherwise required by law or regulation.

(d) Price reduction. If any price, including profit or fee negotiated in connection with this contract, or any cost reimbursable under this contract, has increased because the certification in subparagraph (b)(1) of the certificate or the information provided as justification in subparagraph (b)(2) of the certificate was inaccurate, incomplete, or misleading, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

#### 20. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (FAR 52.203-11)

(NOTE: *Applicable to bids/offers exceeding \$100,000*)

(a) The definitions and prohibitions contained in the clause, at Federal Acquisition Regulation (FAR) 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to FERMCO; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess for \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000, for each such failure.

#### 21. CLEAN AIR AND WATER CERTIFICATION (APR 1984) (FAR 52.223-1)

(NOTE: *Applicable for bids/offers exceeding \$100,000, or when indefinite quantity contracts orders exceed \$100,000 in any year, or a facility has been subject to a conviction under the applicable portion of the Air Act (42 U.S.C. 7413(c)(1)) or Water Act (33 U.S.C. 1319 (c)) and is listed by EPA as a violating facility*)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [ ] , is not [ ] listed on the Environmental Protection Agency (EPA) List

of Violating Facilities;

(b) The Offeror will immediately notify FERMCO, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

22. **COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (AUG 1992) (FAR 52.230-1)**

(Note: This notice does not apply to small businesses or foreign governments. This notice is in four parts, identified by Roman numerals I through IV.)

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

**I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of 48 CFR, Parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, Subpart 9903.202. The Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), and (ii) one copy to the cognizant contract auditor. (Disclosure must be on Form No. CASB DS-1. Forms may be obtained from the cognizant ACO.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

The Offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The Offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption. The Offeror, hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$10 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise FERMCO immediately.

☐ (4) Certificate of Interim Exemption.

The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of the period, the Offeror will immediately submit a revised certificate to FERMCO, in the form specified under subparagraphs (c)(1) or (c)(2) of Part 1 of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$10 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II COST ACCOUNTING STANDARDS--EXEMPTION FOR CONTRACTS OF \$500,000 OR LESS**

If this proposal is expected to result in the award of a contract of \$500,000 or less, the Offeror shall indicate whether the exemption below is claimed. Failure to check the box below shall mean that the resultant contract is subject to CAS requirements or that the Offeror elects to comply with such requirements.

☐ The Offeror hereby claims an exemption from the CAS requirements under the provisions of 48 CFR, Subpart 9903.201-1(b)(2).

**III. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE**

If the Offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because (i) during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$10 million in awards of CAS-covered prime contracts and subcontracts, and (ii) the sum of such awards equaled less than 10 percent of total sales during that cost accounting period. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise FERMCO immediately.

**CAUTION:** An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of CAS-covered contract of \$10 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$10 million or more.

**IV. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS**

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

**23. AUTHORIZED NEGOTIATORS (APR 1984) (FAR 52.215-11)**

(NOTE: *Applies to all bids/offers*)

The Offeror or quoter represents that the following persons are authorized to negotiate on its behalf with FERMCO in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

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**24. SIGNATURE/CERTIFICATION**

(NOTE: *applies to all bids/offers*)

By signing below, the Bidder/Offeror certifies, under penalty of law, that the representations and certifications are accurate, current and complete. The Bidder/Offeror further certifies that it will notify FERMCO of any changes to these representations and certifications.

\_\_\_\_\_  
Signature of Officer of Employee Responsible  
for the Bid/Offer

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Typed Name and Title of the Officer or Employee  
Responsible for the Bid/Offer

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_

\_\_\_\_\_  
Address of Organization

\_\_\_\_\_  
S#  
SOLICITATION NUMBER



